

## Outdoor Education Center Rental

**Kitchen Use:** Rentals include usage of refrigerator/freezer and oven/stove. Renter cannot hold the City responsible in case of accident/injury as a result of improper use of appliances. Renter must supply own pots/pans, plates, serving utensils, etc.

**Tables & Chairs:** Rental includes use of 7, 8' rectangle tables and approximately 50 folding chairs. Linens are not included.

**Decorations:** Tape, tack or nails are not permitted. Only mounting clay or poster tack may be used on surfaces.

**Clean-up:** It is the responsibility of the Renter to remove all decorations, clean and store away tables and chairs, sweep and mop floors and clean all counter surfaces. Garbage is to be placed in receptacles provided and left in the building for removal by maintenance personnel. All items left by renters will be disposed of. A fee of \$50 per hour will be charged if additional cleaning expenses are incurred by the City.

**Noise/Music:** Live music and/or DJ's are allowed inside the venue. All audio equipment must be provided by Renter.

**Alcohol Policy:** All State and local laws and ordinances must be strictly complied with regarding the use and consumption of alcoholic beverages.

- Only beer, wine and champagne are allowed. No hard liquor is allowed on the premises.
- Area of service of alcoholic beverages is confined to inside the reserved facility.
- The undersigned shall not solicit or accept donation, charge admission fees, ticket sales or other entrance fees for payment for food or alcoholic beverages without proper permits and approval.

The undersigned agrees to assume full responsibility for any risk resulting from participation in any activity and further agrees to indemnify, protect, and hold the City of Ankeny and the Ankeny Parks & Recreation, and their elected officials, directors, officers, employees, representatives, and agents harmless from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, suit, proceeding, judgment, cost, or expense of whatever kind or nature, including but not limited to reasonable attorneys' fees, arising from or as a result of any incident, act, action, cause of action, negligence, transaction or omission in connection with, or incidental to the use or consumption of alcohol by me or anyone attending my function.

**Payment Policy:** Reservation is confirmed when Rental Agreement and payment is received within 10 business days of reserving. If Agreement and payment are not received, reservations will be cancelled.

**Cancellation Policy:** Facility rental refunds minus 50% will be issued for reservations cancelled a minimum of 30 days prior to the date of reservation. Cancellations within 30 days of reserved date will result in forfeiture of the rental payment.

**Damages:** Renter assumes full responsibility for damage caused to any facility during the rental and will be billed separately for all labor and materials needed. Should excessive facility maintenance or damages cause a delay or cancellation to a subsequent renter, Renter will be held accountable for any refund fees to the inconvenienced renter.

**Liability:** Renter is responsible for any/all damages to the building, property and/or equipment while said premises are occupied by renter and/or guests. In addition, Renter agrees to indemnify and hold

harmless the City of Ankeny, Ankeny Parks & Recreation and City personnel from any liability as a result of Renter conduct or the conduct of Renter's guests.

**Keys:** Facility keys must be picked up at the Ankeny Parks & Recreation office prior to the reserved date. If the key is not picked up before 4pm the day of the rental or by 4pm on the Friday prior to a weekend rental, you will be charged \$50 for a City employee to return to the office to obtain a key. After rental, keys are to be placed in black mailbox just north of office doors.

**Set-up & Clean-up:** All set-up and clean-up must be done during reserved time frame. Rental parties may not arrive early or remain after contracted rental time. It is the responsibility of the renter to remove decorations, clean and restore the facility to the condition existing prior to Renter's use. A fee of \$50 per hour will be charged if additional cleaning expenses are incurred by the City.

**Inflatables:** Bounce houses and other inflatable/apparatus, including but not limited to those that use water or have water features, are prohibited in City parks and facilities.

**Parking:** Rental facilities are located in public parks, therefore all parking is first-come, first-served and cannot be reserved.

**Signs and/or Banners:** Signs and/or banners may be posted at rental facility on day of event only and must be removed at the end of rental period. Signs are not allowed in the right of way at any time.

**Smoke Free:** No smoking shall be permitted in any City owned facility.